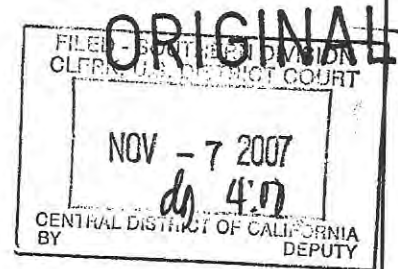


# EXHIBIT 2



UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
LEIGH DORAND,  
Defendant.

SA CR 07-**SA CR 07 - 00245**  
I N F O R M A T I O N  
[18 U.S.C. § 1343: Wire Fraud]

The United States Attorney charges:

COUNT ONE


[18 U.S.C. § 1343]

I. INTRODUCTION

At all times relevant to this Information:

1. Defendant LEIGH DORAND ("defendant"), owned and operated Technology Capital in Scottsdale, Arizona.

JAW:jlw



1 II. THE FRAUDULENT SCHEME

2 2. Beginning in or around 2005 and continuing through in  
3 or around 2006, in Orange County, within the Central District of  
4 California, and elsewhere, defendant and others knowingly and  
5 with the intent to defraud, devised, executed, and participated  
6 in a scheme to defraud and to obtain money and property by means  
7 of materially false and fraudulent pretenses, representations,  
8 and promises, and the non-disclosure and concealment of material  
9 facts, in connection with a fraudulent equipment lease scheme.

10 3. The fraudulent equipment lease scheme was designed to  
11 operate and did operate, as follows:

12 (a) Defendant and employees at Technology Capital  
13 would solicit small businesses in Orange County, California, and  
14 elsewhere, that required an infusion of cash to cover their  
15 operating expenses, such as rent payments and payroll.

16 (b) Defendant and employees at Technology Capital  
17 communicated with customers who responded to the ads, and  
18 reiterated that Technology Capital could obtain money loans for  
19 them. Defendant and employees at Technology Capital would tell  
20 the customers that they would receive money, but would also have  
21 to accept some equipment with which the customers were free to do  
22 with it what they wished.

23 (c) Once the small businesses agreed to defendant's  
24 assistance, defendant used false statements and promises to  
25 induce lenders to provide loans to the small businesses. More  
26 precisely, defendant, through various brokers, caused equipment  
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1 lease applications to be submitted to lenders through vendors  
2 ("Vendors"), which purported to sell equipment, typically,  
3 computers, to businesses. In these lease applications, the  
4 Vendors falsely represented to the lender that the small  
5 businesses needed financing for the purchase of the Vendors'  
6 equipment. To corroborate this claim, the Vendors submitted  
7 false invoices that purported to document the sale of equipment  
8 to the small businesses.

9 (d) Before funding the lease, the lenders contacted  
10 the small businesses to confirm that the small businesses, in  
11 fact, had purchased, installed, and were using the equipment  
12 obtained from the Vendors. Defendant and the Vendors coached the  
13 small businesses to provide false information to the lenders in  
14 response to these questions.

15 (e) Based upon false information, the lenders approved  
16 the applications and forwarded money to the Vendors for the  
17 purported equipment purchases.

18 (f) Rather than using the lease proceeds to purchase  
19 equipment as promised, the Vendors took the money received from  
20 the lending institutions, kept a portion for themselves, caused a  
21 portion of the money to be paid to the lessee as a cash loan, and  
22 caused a portion to be paid to Technology Capital, from which  
23 defendant received funds.

24 4. In order to execute the scheme, defendant made and  
25 caused to be made false statements and false promises to  
26 prospective borrowers and lenders, including, without limitation,  
27 the following:  
28

1 (a) Technology Capital assisted small businesses obtain  
2 bona fide cash loans;

3 (b) The Vendors were bona fide equipment vendors that  
4 sold office equipment to businesses and individuals;

5 (c) Technology Capital and the Vendors worked with  
6 small businesses who wished to obtain financing from lenders for  
7 the purchase of equipment;

8 (d) Technology Capital and the Vendors would provide  
9 true and accurate sales invoices to the lenders;

10 (e) Technology Capital and the Vendors would instruct  
11 the small businesses to provide true and correct information to  
12 lenders concerning the purchase, installation, and use of the  
13 equipment allegedly purchased from the Vendors; and

14 (f) Technology Capital and the Vendors would cause the  
15 lenders' funds to be used exclusively for the purchase of the  
16 equipment specified in the sales invoices.

17 5. At the time defendant made the false statements and  
18 false promises, and caused them to be made, he knew that such  
19 statements and promises were false, in that:

20 (a) Technology Capital obtained fraudulent equipment  
21 leases, not bona fide cash loans, for small businesses;

22 (b) The Vendors were in the business of fraudulently  
23 depriving lenders of their money, not selling office equipment to  
24 businesses and individuals;

25 (c) Technology Capital worked with small businesses  
26 that wished to obtain cash loans from lenders, not financing for  
27 the purchase of equipment;



1 (d) The Vendors submitted false invoices to the  
2 lenders detailing purported equipment sales that never occurred;

3 (e) At defendant's direction, the small businesses  
4 were coached to falsely verify to the lenders that the businesses  
5 had purchased, installed, and were using equipment allegedly  
6 acquired from the Vendors; and

7 (f) Defendant and the Vendors used the lease proceeds  
8 to improperly make cash loans to the small businesses and for  
9 their own personal benefit.

10 6. By devising, executing, and participating in the  
11 fraudulent equipment lease scheme, defendant caused lenders to  
12 lose thousands of dollars.

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1 III. THE WIRING

2 7. On or about the date listed below, in the Central  
3 District of California, and elsewhere, defendant, for the purpose  
4 of carrying out the above-described scheme to defraud, caused the  
5 transmission of the following writing, sign, and signal, by means  
6 of wire communication in interstate commerce:


7

<u>COUNT</u>	<u>DATE</u>	<u>WIRE COMMUNICATION</u>
8 1	4/12/06	A signed lease agreement for Jaross Incorporated was e-mailed from 9 I-Systems in Los Angeles, California 10 to Technology Capital in Scottsdale, Arizona

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12 THOMAS P. O'BRIEN  
13 United States Attorney

14 CHRISTINE C. EWELL  
15 Assistant United States Attorney  
Chief, Criminal Division

16   
17 ROBB C. ADKINS  
18 Assistant United States Attorney  
Chief, Santa Ana Branch Office

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